



CLAIMS AND COMPENSATION FOR DAMAGE CLAIMS PROCEDURE

1. GENERAL PROVISIONS



Which service may be claimed

- 1.1 A claim may be made in respect of postal services provided by the Provider for:
- a. loss of a parcel,
 - b. damage to a parcel,
 - c. part loss of a parcel,
 - d. failure to perform the additional service “Cash on Delivery” (i.e. non-receipt of the cash-on-delivery amount),
 - e. failure to perform the additional service “Guaranteed Delivery Time”,
 - f. another service performed by the Provider under the postal contract.
- 1.2 Part loss is also deemed to include the loss of one or more parts of a parcel with the additional service “Multiple-Piece Parcel”.



Where a claim may be lodged

- 1.3 A claim may be lodged at any Post Office Balíkovna. A Non-Post Office Balíkovna or a box does not accept claims.
- 1.4 Loss of a parcel and failure to perform the additional service “Cash on Delivery” may also be claimed electronically via the relevant sections of www.postaonline.cz or the Online Post mobile application.
- 1.5 In the case of part loss of a parcel weighing over 30 kg or externally unnoticeable damage to the contents of the parcel, a claim may also be lodged by telephone with the location that delivered the parcel (where further instructions for the next steps will be provided) or electronically by sending the claim form and related evidence materials, whereby the claimant is subsequently obliged to follow the Provider’s instructions for the proper and complete assessment of the claim. Further instructions for claims are available on [the Provider’s website](#).
- 1.6 For all methods of making a claim, the time limits for submitting a claim must be observed; otherwise, the Provider will not be obliged to accept the claim.
- 1.7 If the method of submitting a claim is not observed, the claim will not be regarded as duly submitted and will be handled by the Provider as a complaint.



Documents required for handling a claim

- 1.8 When submitting a claim, the person authorised to make the claim (hereinafter referred to as “the claimant”) will provide all circumstances of the claimed service for assessing the justification of the claim, in particular all circumstances essential for identifying the parcel. At the same time, he will present the necessary documents specified below in this Annex for each type of claim.
- 1.9 If the Sender requests a credit note for the refund of the price of a product or service, he will also present the original tax document he received at posting.
- 1.10 If the claim is not made in person at a Post Office Balíkovna, the claiming person must present the required documents pursuant to Art. 1.8 of these GTCPSs in an appropriate and demonstrable manner in accordance with the Provider’s instructions.



Time limit for processing and handling the claim

- 1.11 Unless agreed otherwise, the claim will be decided without undue delay, but no later than within 30 calendar days from its submission. If the Provider is unable to continue processing the claim for reasons on the part of the claiming person, the time limit will be suspended until the obstacle is removed.
- 1.12 The Provider will state in writing in the “Notification of the Claim Result” whether the claim has been recognised as justified or found to be unjustified, and include any relevant information from the investigation carried out.

	1.13 A Sender who presented his Customer Card at posting or provided his email address when making the claim may receive the written notification of the claim result by email. 1.14 If the person to whom the claim result has been notified expresses in writing his disagreement with the Provider's handling of the claim, the Provider will review the manner of handling the claim and will inform him of the result as soon as possible. 1.15 Within 1 month from the date of delivery of the "Notification of the Claim Result", the Sender or the Addressee may submit a proposal to initiate objection proceedings against the handling of the claim to the Czech Telecommunication Office. Further information is contained in Art. 13.1 of these GTCPs. Expressing disagreement under Art. 1.14 of this Annex and the subsequent review will not affect the time limit for submitting this proposal. 1.16 If the claim is recognised as justified and unless otherwise stated for the specific type of claim, financial compensation will be provided by refunding the price of the product or additional service. In the cases defined in Art. 7 of this Annex, it is also possible to request compensation for damage in the event of a justified claim. 1.17 Financial compensation is paid in Czech currency. 1.18 Unless otherwise stipulated in the Agreement, financial compensation is paid as follows: - in the case of payment in cash, the price is refunded to the Sender, - in the case of non-cash payment, the price is refunded to the bank account from which it was paid.
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2. LOSS OF A PARCEL

 Who may lodge a claim	2.1 The person entitled to lodge a claim (hereinafter referred to as "the claimant") is: - the Sender, - a natural person presenting the posting certificate (the Sender will be informed of the outcome of the claim).
 Time limit to lodge a claim	2.2 A claim may be lodged with the Provider within 1 year from the date of posting.
 Documents required for handling a claim	2.3 Along with the description of the circumstances necessary for assessing the claimed service, the claimant is obliged to present: - the posting certificate under Art. 6.3 of these GTCPs (a duplicate may be used), - description of the content of the parcel.
 Provider's option not to accept a claim	2.4 The Provider is not obliged to accept a claim if: - it was submitted by a person other than the claimant under Art. 2.1 (if submitted by the Addressee, it will be assessed as a complaint), - the online form on the website or in the application was not duly completed where the claim is submitted through this form.
 Reasons for rejecting a claim	2.5 If the claimant does not provide the Provider with an exact description of the parcel contents, the Provider may reject the claim if the absence of an exact description prevents proper investigation of the claim. 2.6 An objection by the claimant challenging the evidential value of the signature as proof of delivery of the parcel solely on the grounds that the signature was obtained and stored via an electronic device will not be taken into account.



Financial compensation in the event of a recognised claim

2.7 If the postal service was not carried out due to the Provider's fault and the parcel was not delivered to the Addressee, the price of the product will be refunded in full. This does not affect the possibility of requesting compensation for damage in subsequent proceedings.

3.

DAMAGE OR PART LOSS OF A PARCEL



Who may lodge a claim

3.1 The claimant is:

- the Addressee,
- the Sender in the event of a non-delivered parcel returned back to the Sender or in the event that the Addressee authorised the Sender to lodge a claim,
- the Recipient of the parcel who received the parcel instead of the Addressee or the Sender (the Addressee or the Sender will be informed of the outcome of the claim).



Time limit to lodge a claim

3.2 If the parcel was collected at a Post Office Balíkovna, a claim may be made immediately after such collection. If the claim is not made immediately after collection of the parcel, an additional claim may be made within 2 working days from collection of the parcel.

3.3 If the parcel was collected at a box, at a Non-Post Office Balíkovna or was delivered to the Addressee's address, a claim may be made within 2 working days from collection of the parcel.



Documents required for handling a claim

3.4 Along with the description of the circumstances necessary for assessing the claimed service, the claimant is obliged to present the claimed parcel in the condition in which it was delivered, including both the outer and inner packaging.

3.5 The claimant is obliged to allow the Provider to examine the extent of the damage/part loss and the circumstances of its occurrence. If necessary for assessing the justification of the claim or for determining the amount of compensation for damage, the claimant will leave the parcel with the Provider for the time strictly required.

3.6 If the parcel contains an item with specific handling requirements, the claimant is obliged to point this out. The Provider may take such notice into account within the claim process and when determining the extent of the damage (to the extent reasonably possible and bearing in mind that it does not provide any special handling regime within its services), but is not obliged to comply with such specific handling requirements.



Provider's option not to accept a claim

3.7 The Provider is not obliged to accept a claim if:

- the claimed defect was already apparent at the time of delivery and the parcel was nevertheless accepted,
- the Provider warned the recipient that damage or loss of contents may have occurred and the parcel was nevertheless accepted,
- the claimant does not present the parcel in the condition in which it was delivered, nor does he credibly document that condition in any other way.



Financial compensation in the event of a recognised claim

3.8 If the parcel is completely damaged, if there has been a total loss of its contents, or if the parcel is returned to the Sender because it was not accepted due to damage or loss of contents, the price of the product will be refunded in full. This does not affect the possibility of requesting compensation for damage in subsequent proceedings.

4.

CASH ON DELIVERY



When a claim may be lodged

4.1 A claim may be lodged in the event of a failure to perform this additional service, i.e. non-payment of the required cash-on-delivery amount.

 Who may lodge a claim	4.2 The claimant is the Sender. 4.3 Repeated collection of the cash-on-delivery amount from the parcel recipient is not considered a reason for making a claim under this Annex. The procedure for remedy is set out in Annex C to the GTCPS.
 Time limit to lodge a claim	4.4 A claim may be lodged within 1 year from the date of posting.
 Documents required for handling a claim	4.5 Along with the description of the circumstances necessary for assessing the claimed service, the claimant is obliged to present the posting certificate under Art. 6.3 of these GTCPS (a duplicate may be used). 4.6 In the event of discrepancies in the data concerning the cash-on-delivery amount in the posting certificate, the procedure set out in Art. 5.11 of these GTCPS applies.
 Provider's option not to accept a claim	4.7 The Provider is not obliged to accept a claim if: - it was lodged by a person other than the claimant pursuant to Art. 4.2 of this Annex, - the online form on the website or in the application was not duly completed where the claim is submitted through this form.
 Procedure in the event of a justified claim	4.8 If it is found that the cash-on-delivery amount was not collected upon delivery of the parcel, or that only part of it was collected, the Provider will immediately pay out the cash-on-delivery amount or its uncollected part in the agreed manner. 4.9 If it is not proven that the collected cash-on-delivery amount was paid out in the agreed manner and in full, the Provider will immediately pay out the cash-on-delivery amount or its unpaid part in the agreed manner.
 Financial compensation in the event of a recognised claim	4.10 The price of an additional service is not refunded. The claimant is not entitled to a compensation for damage under this Annex.

5.

GUARANTEED DELIVERY TIME

 When a claim may be lodged	5.1 A claim may be lodged in the event of a failure to perform this additional service, i.e. exceeded binding time limit for delivering the parcel.
 Who may lodge a claim	5.2 The claimant is the Sender.
 Time limit to lodge a claim	5.3 A claim may be lodged within 1 year from the date of posting.
 Documents required for handling a claim	5.4 Along with the description of the circumstances necessary for assessing the claimed service, the claimant is obliged to present the posting certificate under Art. 6.3 of these GTCPS (a duplicate may be used).
 Provider's option not to accept a claim	5.5 The Provider is not obliged to accept a claim if it has been lodged by a person other than the claimant pursuant to Art. 5.2.



Financial compensation in the event of a recognised claim

- 5.6 If it is proven that the binding delivery time was not met due to the Provider's fault, the Provider will return the full price paid for this additional service. The product price will not be refunded. The claimant is not entitled to a compensation for damage under this Annex.

6.

OTHER CLAIMS



When other claims may be lodged

- 6.1 The Sender or the Addressee may lodge a claim within one year from the date of posting the parcel on the grounds that the Provider's obligation under the concluded postal contract was not complied with or that a damage occurred during the provision of the postal service. On the basis of the lodged claim, the Provider will determine whether and to what extent the obligation under the concluded contract was not met or whether and to what extent the damage occurred.
- 6.2 A claim under this Article may be made only in those cases not covered by the special claim procedures set out in Art. 2 to Art. 5 of this Annex.
- 6.3 The Provider will accept the claim only if the claimant supplies all information and documents necessary for assessing its justification.
- 6.4 If, for reasons on the Provider's side, that part of the postal service (a part of the product or an additional service) for which a separate price is listed in the price list was not provided, the Provider will refund that price if it was paid. This does not apply if the defect was remedied in the manner set out in these GTCPS.

7.

CLAIMS FOR COMPENSATION FOR DAMAGE



Scope of the Provider's liability for damage

- 7.1 The Provider is liable for damage incurred during the provision of services to the extent set out in the Postal Act and these GTCPS. Unless expressly stated otherwise in these GTCPS, the Provider is liable solely for damage to the parcel caused by its loss, damage, or loss of its contents, all within the scope defined by these GTCPS and the Postal Act. The Provider is not liable for any indirect damage, consequential damage, loss of profit, or any other damage to the parcel unless expressly stated otherwise.
- 7.2 The Provider is liable for damage that occurred during the period from posting to delivery of the parcel, or its return. The Provider is not liable for other damage unless expressly stated otherwise.
- 7.3 The Provider is not liable for damage caused by the loss, damage or part loss of a parcel if the parcel has contained prohibited contents as defined in Art. 3.8 letter a) or b) of these GTCPSs.
- 7.4 The Provider is not liable for damage caused by damage or part loss of if the parcel met the definition of Art. 3.8 letter c) or d) of these GTCPSs or if the Sender failed to comply with the obligation under Art. 4.1 or 4.8 of these GTCPSs and other relevant obligations concerning proper packaging, unless it is evident from the nature of the damage and/or the course of the investigation that the damage or part loss of the contents is unrelated to the special handling regime, the fulfilment of the conditions under Art. 3.5 of these GTCPSs or the packaging requirements and would have occurred even if the Sender had fulfilled all obligations arising from those Articles.
- 7.5 The Provider is also not liable for failure to meet obligations under the concluded contract:
- a. for reasons on the part of the Sender or the Addressee,
 - b. as a result of an unavoidable event,
 - c. as a result of external circumstances not caused by him and which he could not ordinarily detect in his activities or prevent even with due care (including failure to meet obligations due to a false document or a document containing untrue data if such a document was used to prove identity pursuant to Art. 7.13 of these GTCPSs).

 Time limit to lodge a claim for compensation for damage	7.6 A claim for compensation for damage caused by the loss of a parcel, its damage or part loss may be made within 1 year from the posting of the parcel. 7.7 Recognition of the claim as justified is a necessary prerequisite for asserting a claim for compensation for damage.
 Who may claim compensation for damage	7.8 A claim for compensation may be made by: a. in the case of loss of a parcel, the Sender or, as the case may be, the Addressee, b. in the case of damage or part loss of a parcel, the Addressee or, as the case may be, the Sender if the parcel has been returned to him. 7.9 The Addressee and the Sender may mutually assign the claim for compensation to each other in writing. It is also possible to authorise a third person, provided that the letter of authorisation specifies exactly what the person is authorised to do and the original of the letter of authorisation is submitted to the Provider.
 Method of claiming compensation for damage	7.10 A claim for compensation is made at any Post Office Balíkovna by means of an application (hereinafter referred to as "the application"), in which the applicant is required to state, <i>inter alia</i>, the contents of the parcel, the amount of the claimed damage and the method of payment of the compensation. A document proving the content value (in the form required by the Provider) must be attached to this application.
 Documents required to make a claim	7.11 Along with the claim form, the claimant must submit: a. the notification of the claim result, b. documents demonstrating the content and value of the parcel (or value of the missing contents). 7.12 In the event of a request for compensation for damage due to damage or part loss of a parcel, the parcel may be left with the Provider even after the conclusion of the claim procedure for the purpose of assessing the circumstances of the damage and the justification of the claim.
 Limitation of liability for damage	7.13 The Provider will compensate only actual damage for which the applicant has made a claim in his application and which he proves, but always only up to the content value of the parcel (i.e. up to the content value stated by the Sender at posting, provided that this given value does not exceed the maximum content value under the rules of Art. 3 of these GTCPSs). When assessing the amount of the claimed compensation, the following procedure is applied: a. In the case of damage to the contents of the parcel, the Provider will compensate the difference between the price that the contents of the parcel had at posting and the price that the damaged contents would have at that time. b. The amount of the claimed damage stated in the application must not exceed the value stated in the document proving the value of the item forming the contents. Otherwise, the Provider will compensate only the damage up to the amount given in the document. c. If the claimed damage stated in the application exceeds the maximum content value under the product or the selected additional service "Valuable Contents", the compensation will not be paid due to prohibited parcel contents.
 Payment of compensation for damage	7.14 The compensation for damage will be paid by the Provider at the latest 15 days from the day on which the facts that gave rise to the obligation to pay the compensation for damage occurred. This time period does not include the time necessary to determine the amount of the compensation and the assessment of its justifiability. 7.15 If damage or part loss of a parcel is claimed and the claimant asserts a claim for compensation for damage already within the claim submission and at the same time provides all documents necessary for assessing the justification of the claim, the Provider may conduct the compensation procedure concurrently with the claim procedure. 7.16 The compensation for damage will be paid by the Provider in Czech currency.